



राजस्थान केन्द्रीय विश्वविद्यालय
Central University of Rajasthan
NH-8, Bandarsindri, Kishangarh-305817, Ajmer(Raj.)

NOTICE INVITING TENDER
FOR PROVIDING
PEST CONTROL AND SPRAY MANAGEMENT SERVICES

Tender Notice No. CURAJ/R/F.142/2022/3474

Date 09.12.2022

1. The Central University of Rajasthan invites sealed bids from reputed and experienced firms to provide Pest control and Spray Management Services at Central University of Rajasthan, Bandarsindri campus. Details of the services required and other terms and conditions relating to the award of contract are given in the Annexure-I.
2. Tender Document is available on the website of the University i.e. www.curaj.ac.in and CPP Portal www.epublishing.gov.in. The intending bidders may download the tender document containing the terms and conditions and due mention of Name of work and to be submitted in the **Tender Box, Dispatch Section Room No 101, Ground Floor, Administrative Building, Central University of Rajasthan.**
3. All interested service providers are requested to submit their sealed bids as per prescribed procedure to this office on or before 14:00 Hrs. on 23.12.2022.
4. Estimated bid value: Rs.4,20,517/- (Rs. Four Lakh twenty thousand five hundred seventeen only)
5. The "Technical Bid" will be opened on the same day i.e. 23.12.2022 at 15:00 Hrs. in the presence of authorized representatives of bidders. The "Financial Bids" of only those firm(s) shall be opened who qualify the eligibility criteria of "Technical Bid" as stipulated in the tender document.

Registrar
Central University of Rajasthan

Central University of Rajasthan, Kishangarh (Ajmer)

TERMS & CONDITIONS

1. Last date & time of submission of bid: 23.12.2022

Receipt of bid: 23.12.2022 at 14:00 hrs.

2. Date & time of opening of technical bid: 23.12.2022 at 15:00 hrs.

3. Location and area to be covered:

The Central University of Rajasthan
NH-8, Bandarsindri,
Tehsil- Kishangarh, Dist- Ajmer- 305817

4. SCOPE OF WORK:

The job of Pest and Spray Management Services shall include the following:

- (i) **General Pest Control:** which means eradication of Cockroaches, Mosquitoes, Flies, Lizards, General Termite, spider management, Rodent management etc. through permitted insecticides as per Government of India and WHO norms. The pest control should cover all the places like spray under the tables, chairs, Almirahs, on and around the pile of files, on wooden furniture, on false ceiling, on all staircases, on lift lobby, on all toilets drain ducts, on all pantry rooms, in all stores and any; hidden space under the furniture and should leave no space unattended. **Rodent Control:** Rodent controlling should be done as per orders and instructions of the University authority. Agencies must ensure that the pest control once done shall remain effective up to next pest control failing which it shall have to be done again without any cost.
- (ii) **Termite Treatment:** Termite treatment in the University based on IS:6313(Part-3)-1981 specification which consists of creating uninterrupted chemical barriers inside and all around the building. The treatment should be drill holes of 6mm as close as possible to the plinth, walls, junctions of the walls at an interval of 6 inches enough to reach the soil below 6 inches deep. Then chemical emulsion should be injected into these holes, which should be subsequently sealed using white cement match with floor colour all complete , The wall should be spray the chemical emulsion upto roof height wherever required complete.

5. Validity of the contract:

The period of contract shall be for a period of one year from the date of start of contract. However, the contract may be extended for a further period of one year on mutual consent. The Central University of Rajasthan reserves the right to terminate the contract by giving 15 days notice and without assigning any reason thereof.

6. Eligibility conditions

a) The bidder should fulfill the criteria of satisfactory execution of works as given below:

- 1) Three similar work of value not less than 40% of the estimated cost put to tender,
OR
- 2) Two similar works of value not less than 60% of the estimated cost put to tender
OR

- 3) One similar work of value not less than 80% of the estimated value completed in the last 7 years ending on the last day of the month previous to the one in which the tenders are invited.
- b) The bidder shall have an experience to stock and use of permissible insecticide for commercial pest control operation valid certificate should be enclosed with technical bid.
- c) Copy of GST Registration Certificates.
- d) List of Customer along with the details of contract person, Tel. Nos., Fax, and complete address.

7. Earnest Money Deposit (EMD):

The bidder shall furnish an amount of earnest Money of Rs. 10,000/- (Rupees Ten Thousand only) by way of demand Draft drawn in favour of "Central University of Rajasthan" payable at Bandarsindri/ Kishangarh, District Ajmer.

The EMD of the unsuccessful bidder will be discharged/ returned, subsequent to the award of Contract without any interest.

8. Submission of Tenders:

- i. The technical bid including EMD and financial bids must be submitted in two separate sealed cover superscribed as Technical Bid and Financial Bid in the format as prescribed in Annexure-II and Annexure-III respectively.
 - ii. Both the technical bid and financial bids are to be kept in a big separate sealed envelope.
 - iii. The big envelope containing the two envelopes must be superscribed "Tender for Pest and Spray Management Services".
 - iv. The sealed bid must be submitted in Room number 101 ground floor Administration building at Central University of Rajasthan, NH-8, Bandarsindri, and Kishangarh by 14:00 Hrs. of 23.12.2022
 - v. Technical bids shall be opened on 23.12.2022 at 15:00 Hrs. in the presence of authorized representatives of bidders.
 - vi. Late/delayed tenders due to any reason, whatsoever will not be accepted/ considered, at all, under any circumstances.
9. Agencies are advised to visit the place of work for assuring the nature and volume of work realistically before quoting the rates.
 10. The pest controlling exercises are to be undertaken on fortnightly basis, preferably on Saturday/Sunday.
 11. The quoted rates should include the cost of pesticides and related labour and transportation charges. The chemicals/pesticides used by the agency be purchased from reputed concern and should be ISI Marked and/or WHO approved.
 12. The rates should be mentioned in figures as well as in words inclusive of taxes.
 13. Performance Security:
 - a. The successful bidder shall be required to deposit an amount equal to 3% of the contract value within 15 days of issue of letter of intent, as Performance Security.

- b. Performance security shall be submitted in the form of Demand draft drawn in favour of "Central University of Rajasthan" payable at Bandarsindri/ Kishangarh, District Ajmer and shall be valid for a period of beyond two months of expiry of contract period.
- c. Performance security will be discharged after completion of contractor's performance obligations including warranty obligations under the contract, without any interest.
- d. If the contractor fails or neglects any of his obligations under the contract. The University reserves the right to forfeit either whole or any part of Performance security furnished by the bidder as penalty for such failure.

14. Payment:

Payment to the successful bidder shall be released on Quarterly basis (schedule-I) on submission of Log Book for the services rendered in the particular quarter.

15. Validity of Tender:

Rates quoted by the Firm shall remain valid for a period of 90 days or more from the date of opening of bid.

16. TDS and any other Government levies applicable shall be deducted on bill amount as per Government of India rules issued from time to time.

17. The Central University of Rajasthan reserve the right to cancel the Contract any time during the currency of the Contract without assigning any reason, whatsoever, if the services provided by the firm are found to be unsatisfactory.

18. Jurisdiction of Court: This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Jaipur/ Ajmer.

**To be signed by the tenderer and same signatory competent / authorised to
sign the relevant contract on behalf of Central University of Rajasthan**

INTEGRITY AGREEMENT

This Integrity Agreement is made at Bandarsindri on this ... day of 2022 **BETWEEN**

Central University of Rajasthan represented through Registrar, CURaj, Hereinafter referred as the '**Principal/Owner**', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

(Name of firm with address) through (Hereinafter referred to as the (Details of duly authorized signatory) "**Tenderer/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) **Preamble**

WHEREAS the Principal/ Owner has floated the Tender (NIT No. CURAJ/R/F142/2022/3474 date:09.12.2022) (hereinafter referred to as "**Tender/Tender**") and intends to award, under laid down organizational procedure, contract for *Pest control and Spray Management Services at Central University of Rajasthan* hereinafter referred to as the "**Contract**".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its **Tenderer(s)** and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "**Integrity Pact**" or "**Pact**"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Tender documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all **Tenderer(s)** with equity and reason. The Principal/Owner will, in particular, before and during the

Tender process, provide to all **Tenderer(s)** the same information and will not provide to any **Tenderer(s)** confidential / additional information through which the **Tenderer(s)** could obtain an advantage in relation to the Tender process or the Contract execution.

- (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Tenderer(s)/Contractor(s)

- 1) It is required that each Tenderer/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Tenderer(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Tenderer(s)/Contractor(s) will not enter with other Tenderer(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of tenders or any other actions to restrict competitiveness or to cartelize in the tendering process.
 - c) The Tenderer(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Tenderer(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

- d) The Tenderer(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Tenderer(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could tender in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- e) The Tenderer(s)/Contractor(s) will, when presenting his tender, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Tenderer(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 4) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
- 5) The Tenderer(s)/Contractor(s) will not, directly or through any other person or firm use **Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).**

Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Tenderer(s)/Contractor(s) and the Tenderer/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- 1) If the Tenderer(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Tenderer(s)/ Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Tenderer/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by

the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Central University of Rajasthan.**

- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Tenderer(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Tenderer/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Tenderer or Contractor, or of an employee or a representative or an associate of a Tenderer or Contractor which constitutes corruption within the meaning of Indian Penal code (IPC)/Prevention of Corruption Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

- 1) The Tenderer declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
- 2) If the Tenderer makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Tenderer/Contractor as deemed fit by the Principal/Owner.
- 3) If the Tenderer/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Tenderers/Contractors/Subcontractors

- 1) The Tenderer(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Tenderer/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub- contractors/sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Tenderers and Contractors.
- 3) The Principal/Owner will disqualify Tenderers, who do not submit, the duly signed Pact between the Principal/Owner and the tenderer, along with the Tender or violate

its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other tenderers, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, CURAJ.

Article 7- Other Provisions

- 1) Changes and supplements need to be made in writing. Side agreements have not been made.
- 2) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 3) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- 4) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....

(For and on behalf of Principal/Owner)

.....

(For and on behalf of Tenderer/Contractor)

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

PROFORMA FOR TECHNICAL BID

1. Name of the Firm & Owner : _____
(With Tel./Mob. Nos.) _____

2. Office Address with Tel./ : _____
Fax./Mob. Nos. _____

3. Contract Person(s) Name : _____
Tel./Fax/Mob. Nos. _____

4. Past experience with Govt. : _____
Departments – Name and period _____
to whom service provided _____

5. Details of Earnest Money : _____

6. Whether Terms & Conditions issued _____
by the University are acceptable to the Firm _____

7. Details of chemicals to be used and _____
working procedure to be adopted by _____
the bidder (separate sheet may be attached) _____

8. Other details, if any : _____

(Signature of Owner/Authorized Representative)

Form – I

PERFORMANCE CERTIFICATE

Certified that M/s. has performed the work of pest control in this PSU/Government Department, satisfactorily for the period from to.....

Authorized signatory